

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Time-and-Materiels	Page 1 Of 8						
2. Amendment/Modification No. 13		3. Effective Date 2004FEB06		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)					
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATAA JOE TARNOWIECKI (810)574-8505 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: TARNOWIJ@TACOM.ARMY.MIL				Code W56HZV		7. Administered By (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342 SCD C PAS NONE ADP PT HQ0338				Code S2404A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) DIMENSIONS INTERNATIONAL, INC. 4501 FORD AVE. SUITE 1200 ALEXANDRIA, VA. 22302-1466 TYPE BUSINESS: Large Business Performing in U.S.						<input type="checkbox"/>		9A. Amendment Of Solicitation No.			
						<input type="checkbox"/>		9B. Dated (See Item 11)			
						<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-98-D-T061/0041			
Code 0FCK2 Facility Code						<input type="checkbox"/>		10B. Dated (See Item 13) 2002DEC02			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS											
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.											
12. Accounting And Appropriation Data (If required) ACRN: AB NET DECREASE: -\$19,312.52											
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.											
KIND MOD CODE: C											
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In											
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).											
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:											
<input type="checkbox"/> D. Other (Specify type of modification and authority)											
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.											
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION											
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.											
15A. Name And Title Of Signer (Type or print)					16A. Name And Title Of Contracting Officer (Type or print) MARY L. MCCULLOUGH MCCULLOM@TACOM.ARMY.MIL (586)574-5268						
15B. Contractor/Offeror (Signature of person authorized to sign)			15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)			16C. Date Signed 2004FEB06			
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE					30-105-02 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243						

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SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is to perform the following changes to this Task Order:

- 1) The attached Scope of Work will replaced all earlier versions of the Scope of Work, effective with this modification.
- 2) Funds for Travel in the amount of \$19,312.52 are de-obligated from CLIN 0004AA as these dollars are no longer necessary to complete this task. The Total value of CLIN 0004AA is revised from \$42,772.52 by \$19,312.52 to \$23,460.00. The Total value of Task Order 0041 is revised from \$3,543,369.92 by (\$19,312.52) to \$3,524,057.40.
- 3) Hours under CLIN 0003AA are converted from CONUS Hours to OCONUS Hours in the following amounts:

Currently Hours/Dollars on Clin 0003AA are as follows:

CONUS labor hours

	hours	rate	total
Program Manager	1040	\$100.05	\$104,052.00
Mobil Equipment Mech Supr	1720	\$44.69	\$ 76,866.80
Auto Mechanic	4920	\$39.10	\$192,372.00
	7680		\$373,290.80
Logistics Manager	100	\$61.04	\$ 6,104.00
Systems Engineer	100	\$73.12	\$ 7,312.00
Prod Cont Clerk	250	\$29.44	\$ 7,360.00
	450		\$20,776.00

OCONUS labor hours

obil Equipment Mech Supr	360	\$55.42	\$19,951.20
Auto Mechanic	720	\$50.86	\$36,619.20
	1080		\$56,570.40

Total Labor Ceiling Dollars	\$450,637.20
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The Hours are changed as follows and the total dollars remain unchanged:

OCONUS labor hours

	hours	rate	total
Mobil Equipment Mech Supr	1800	\$55.42	\$99,756.00
Mobil Equipment Mech Supr OT	720	\$56.24	\$40,492.80
Auto Mechanic	4000	\$50.86	\$203,440.00
Auto Mechanic OT	1680	\$51.29	\$86,167.20
Total OCONUS	8200		\$429,856.00

CONUS labor Hours

Logistics Manager	100	\$61.04	\$6,104.00
Systems Engineer	100	\$73.12	\$7,312.00
Production Cont Clerk	250	\$29.44	\$7,360.00
Total CONUS	450		\$20,776.00

Total Labor Hours	\$450,632.00
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Additional Materials Dollars	\$5.20
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Total Dollars	\$450,637.20
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4) The reference to the following attachments, 001 Facility Lease Agreement and 002 List of of Equipment, that were addressed in Mod 11, Section J, is deleted.

5) Wage Determination No. 1994-2413, Rev. No. 20 dated 6/18/2003 is incorporated by reference.

*** END OF NARRATIVE A 014 ***

Name of Offeror or Contractor: DIMENSIONS INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>SERVICES LINE ITEM</u>				\$ 23,460.00
	NOUN: TPF CONTRACT - M1097A2 HMMWV				
	PRON: A136D213JZ PRON AMD: 01 ACRN: AB				
	AMS CD: 51103446005				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH	PERF COMPL			
	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>				
	001 0 31-JUL-2004				
	\$ 23,460.00				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. The Contractor shall operate an M1114 HMMWV/A2 HMMWV deprocessing/hand-off site at each of the below listed locations. Based on Department of the Army direction there will be occasions where the vehicles will be deprocessed in a CONUS location and handed-off in another as described below. Overtime is authorized under this task order, at the Overtime Rates stated in the MATO contract, when the overtime requirement is approved by the Contracting Officer and/or Performance Certifier. The majority of vehicles to be deprocessed and have kit applications will be M1114s. A significantly smaller number of A2 HMMWVs may be deprocessed from time to time under this task order (only those that PM LTV retains responsibility for deprocessing). However locations, quantities and dates may change due to fielding schedule adjustments.

DEPROCESSING LOCATIONS	VEH QTY	HAND-OFF	TIMEFRAME
O'Gara Hess, Fairfield, OH	7	O'Gara Hess, Fairfield, OH	Feb/Mar 03
Korea	60	Korea	Feb/Mar/Apr 03
O'Gara Hess, Fairfield, OH	1*	O'Gara Hess, Fairfield, OH	Apr 03
Ft Richardson, AK	29	Ft. Richardson, AK	Apr/May 03
Schofield Bks, HI	25	Schofield Bks, HI	May/Jun 03
Ft Drum, NY	25	Ft Drum, NY	May/Jun 03
Ft Hood, TX	17	Kuwait	Jun/Jul 03
O'Gara Hess, Fairfield, OH	3	O'Gara Hess, Fairfield, OH	Jul 03
O'Gara Hess, Fairfield, OH	62	Kuwait	Jul/Sept 03
Dimensions, Fairfield, OH	15	Ft Richardson, AK	Oct/Nov 03
Dimensions, Fairfield, OH	7	Fairbanks, AK	Jan 04
Dimensions, Fairfield, OH	1465	Kuwait	Sep 03 - 31 Jul 04

*NOTE: There are not kits required to be installed on this vehicle.

M1097A2 LOCATIONS	VEH QTY	TIMEFRAME
Ft Lewis, WA	30	Apr 03

NOTE: Kits required to be installed on M1097A2s are identified below:

Group I Kits:

2-Door Crew Cover	NSN 2540-01-434-8600	15 Ea.
Troop Seat Kit	NSN 2540-01-185-3216	15 Ea.
Bulkhead	NSN 2510-01-246-8287	15 Ea.

Group II Kits:

4-Door Crew Cover	NSN 2540-01-434-8598	15 Ea.
Rear Seat Kit	NSN 2540-01-410-7035	15 Ea.
Rear Seatbelt Kit	NSN 2540-01-410-7037	15 Ea.

2. The Performance Certifier will accompany the Contractor, if required, to the deprocessing/hand-off site and meet with the gaining command to:

- Establish a detailed hand-off schedule.
- Obtain agreement as to what facilities, space, vehicles, equipment, and materials will be provided by the gaining command and those that will be provided by the Contractor. If facilities are not available the contractor shall obtain PCO authorization to secure a leased building.
- Establish a deprocessing/hand-off rate and schedule that is consistent with facilities/equipment availability.
- Establish a working relationship for the receipt of end items and other fielding-related material through the installation Central Receiving Facilities.
- Establish local supply accounts for the acquisition of repair parts, Class III (packaged) Petroleum, Oils & Lubricants (POL) products and blank forms that will be required to support deprocessing efforts.

3. The Contractor shall provide personnel, equipment, vehicles for transportation of personnel, administrative consumables, tools or materials required to accomplish a deprocessing/hand-off mission except that which the gaining command agrees to provide.

4. The Contractor shall manage the movement of all end items, packages and all other fielding-related material from receiving area into the deprocessing/hand-off site.

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5. The Contractor shall upon notification by the Performance Certifier ensure all items/material be present at the deprocessing/hand-off site approximately 30 days prior to the first scheduled hand-off.
6. The Contractor shall have appropriate personnel present full-time at the deprocessing/hand-off site approximately 15 to 30 days prior to the first hand-off to receive end items and material and to prepare vehicles for use by the TACOM New Equipment Training Team.
- a. Deprocess and perform operational checks on end items being fielded in accordance with checklist and/or instructions provided by the Performance Certifier, and/or PM Representative.
- b. Correct/repair any deficiencies identified during deprocessing.
- c. Accomplish all necessary service and repairs identified in applicable Maintenance Allocation Charts (MAC) being organizational or intermediate Direct Support level actions.
- d. Install any kits identified and approved by the Performance Certifier. The following kits as a minimum are required to be installed on each vehicle during deprocessing:
- | | | | |
|----------------------------|---------------------------|-----------------|-----------|
| (1) NSN 2590-01-429-3007 | PLGR Bracket | Time to install | - 1 Hr. |
| (2) NSN 2510-01-433-8551 | Rear Hatch Support | | - 1/2 Hr. |
| (3) NSN 5895-01-421-0798 | SINCGARS Installation Kit | - | 2 1/2 Hr. |
| (4) NSN 5830-01-481-1936 | VIC-3 Intercom W/Headsets | - | 1 Hr. |
| (5) NSN - 2510-01-498-4996 | Gun Shield Kit | - | 1 Hr. |
- e. While in the following locations, the contractor is to retrofit/install Gun Shields and Turret Ring kits on previously fielded Up-Armored HMMWVs:
- Korea: 186 Gun Shields, 186 Turret Rings and 186 Air Lift Bumper Reinforcement Kits
- Scholfield Barracks, HI: 41 Gun Shields, 12 Turret Rings, 12 Hydraulic Winches and 41 Air Lift Bumper Reinforcement Kits
- Ft. Polk: 80 Gun Shields, 80 Turret Rings and 80 Air Lift Bumper Reinforcement Kits
- Ft Riley: 58 Gun Shields, 35 Turret Rings, 12 Hydraulic Winches, 58 VIC-3 Intercoms and 58 Air Lift Bumper Reinforcement Kits
- f. Requisition replacement for all repair parts, components and major assemblies found to be defective except for those parts covered under manufacture warranty. Warranty items are: Engine, Transmission, Axles, Power Steering pump, Fuel Injection Pump, Turbo Fuel Injection Pump.
- g. Take appropriate action in accordance with the Warranty Technical Bulletin as provided by the Performance Certifier.
7. The Contractor shall maintain automated shop records in order to report, at any time, the status of all vehicles on-hand, the numbers and types of vehicles previously handed off, and the status of unit sets of vehicles to be handed off during a specified period.
8. The Contractor shall make no changes to schedules or change the ingredients of any unit set without the approval of the Performance Certifier.
9. The Contractor shall maintain sufficient vehicles on-hand at all times that have been deprocessed, with kits installed and ready for issue to satisfy the subsequent hand-off activity.
10. The Contractor shall adjust, repair, clean, or replace any items found discrepant or missing during the inspection of vehicles and joint inventory with the gaining unit.
11. The Contractor shall provide an in briefing to gaining unit and supporting post or installation personnel upon arrival at the hand-off site.
12. The Contractor shall inspect all material arriving at the deprocessing/hand-off site and identify all unserviceable or damaged components. The Contractor will accomplish all necessary organizational level repairs (as identified in applicable maintenance allocation charts (MACs)).

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13. The Contractor shall perform a 100% joint inventory of all material being fielded with the gaining unit in accordance with DA PAM 700-142.
14. At time of hand-off, the Contractor will formally transfer accountability of all material, in accordance with AR 710-2, by requiring the gaining units Property Book Officer to sign appropriate documentation.
15. The Contractor shall report, to the Performance Certifier, any material shortages found during inventories.
16. The Contractor shall prepare, and provide to the Performance Certifier, appropriate deficiency reports (SF 361) for material found to be damaged, non-conforming, or missing during the fielding process in accordance with the requirements, quantities, and schedules set forth in DA PAM 700-142 and AR 710-2. To be provided within 48 hours of discovered discrepancy.
17. The Contractor shall prepare, for the gaining and fielding commands signature, a joint inventory report, DA FORM 5684-R in accordance with DA PAM 700-142. Provide copies to gaining command and the Performance Certifier.
18. The Contractor shall prepare, and provide to the Performance Certifier, an After Action Report, in accordance with DA PAM 700-142 and for each fielding conducted within 30 days.
19. The Contractor shall requisition all ASL items for each fielding location 30-60 days prior to handoff. Parts list to be provided by the Performance Certifier. Contractor will be required to utilize the government supply system. The Performance Certifier will identify a Point of Contact for requisitioning purposes upon contract award.
20. The Contractor shall develop and maintain a Materials Requirements List (MRL), in accordance with AR 700-142, DA PAM 700-142 and A001 on the Contract Requirements List (DD Form 1423) for each fielding that will identify each gaining units requirements for the following categories of material: End Items, Special Tools and Test Equipment, Direct Support Level Initial Spare/Repair Parts (ASL), Technical Manuals and Publications, and Kits to be mounted on/in vehicles, if applicable. The MRL will be generated from a Mission Support Plan (MSP), which will be provided by the Performance Certifier upon contract award.
21. The Contractor shall provide a representative to participate in the monthly M1114 Up-Armored HMMWV Program Management Reviews (PMRs). The location of the PMRs will alternate between TACOM, Warren, MI and the OGara-Hess & Eisenhardt Armoring Company, Fairfield, Ohio.
22. The Performance Certifiers for this task order will be Mr. Allan Yasoni, (810) 574-8398 or Mr. Ron Mara (810) 574-6212.
23. The period of performance for this effort is from 1 February 2002 to 31 July 2004.
- OCONUS EFFORT:
24. The Government will authorize Danger Pay in accordance with State Department authorizations for work performed in the Theater of Operation in Southwest Asia. This authorization is subject to change based on State Department guidance. It is the Contractors responsibility to check the current State Department Rates (e.g., Danger Pay) authorization prior to invoicing the Government, as the allowances are subject to changed based on State Department guidance. When available, the Government will provide all housing and subsistence for contractor employee(s) and authorize a \$3.50 per day Per Diem Rate, unless otherwise changed in accordance with the Joint Travel Regulations (JTR). In the event that Government housing is not available in Southwest Asia, the contractor shall be responsible for providing housing and subsistence to their OCONUS personnel in accordance with the established Per Diem Rate for Southwest Asia.
25. The Coalition Forces Land Component (CFLC) Policy Memorandum, OEF-AFRD-PARC, as signed and dated 17 March 2003 (and expiring on 17 March 2004), is incorporated by reference only into this task order.
26. The Contractor shall conduct a final inspection and hand-off in Kuwait in accordance with the scope of work of this task order. The Contractor shall work 8 hours per day and is authorized up to 8 hours overtime per day to accomplish this effort.
27. As this location is currently in an area of military operation, the following is being incorporated in the scope of work in this task order for this effort only.
- a. The Contractor shall ensure that all personnel hired by or for the contractor will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative (See Attachment 1). This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety, unless directed otherwise in the task order scope of work.
- b. The contractor and contractor employees shall report in to the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the Contractors deployment and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial

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contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

c. If a contractor employee departs an area of operation without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the task order. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the Contracting Officer.

d. While performing duties in accordance with the terms and conditions of this task order, the Service Theater Commander will provide Force Protection to the contractor employees commensurate with that given to Service/Agency (e.g., Army, Navy, Air Force, Marine, DLA) civilians in the operations area unless otherwise stated in each task order.

e. The Government shall provide the contractor employees with Chemical Defense Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense Civilian employees. Point of Contact for this training is the TACOM TOC, Mr. Dan Derringer, (586) 574-4474. The training will take place at the CONUS Replacement Center located at Ft. Bliss, TX.

f. The Government shall provide the contractor with all identification cards and tags required for deployment. These shall be obtained through the CONUS Replacement Center at Ft. Bliss, TX.

g. The contractor is required to obtain a medical screening at the CONUS Replacement Center for FDA approved immunizations, which will include DNA Sampling. If contractor is deemed non-deployable, the contractor shall provide a replacement employee at their costs.

h. The Government shall provide the contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

i. The contractor shall be issued all required military unique Organizational Clothing and Individual Equipment (OCIE). This equipment shall be used at the CRC at Ft. Bliss, TX.

j. The contractor is not authorized to carry a Government furnished weapon for self defense purposes in the Area of Operations. The contractor will not possess personally owned firearms in the AO.

k. The contractor shall ensure that deployed employees possess Commercial Drivers License to operate the equipment necessary to perform the contract in the theater of operations in accordance with this scope of work.

l. The Government will provide the contractor deployed in the theater of operations, the equivalent field living conditions, subsistence, emergency and medical and dental care, sanitary facilities, mail delivery, laundry service and other available support afforded to Government employees and military personnel in the theater of operation.

m. The Government shall, when approved by the installation or Theater Commander, provide the contractor deployed in the theater of operations, morale, welfare and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U.S. personnel only.

n. The anticipated duration of each deployment is approximately 60 days. Specific dates will be provided when they have been determined based on pre-deployment processes.

o. Prior to deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and return the completed form to the Contracting Officer.

p. Upon notification to the contractor of redeployment, the contractor employees will travel from the theater of operations to the designated CONUS Replacement Center (CRC), Ft. Bliss, TX, to turn in all clothing and OCIE issued prior to deployment. The contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official of all clothing and OCI has been returned.

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0004AA	A136D213JZ 51103446005 A13P50051CJZ	AB 1 3ZLT01	\$ 42,772.52	\$ -19,312.52	\$ 23,460.00
			NET CHANGE	\$ -19,312.52	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AB	21 32035000031C1C01P51103431E1 S20113	W56HZV	\$ -19,312.52
NET CHANGE				\$ -19,312.52

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 3,543,369.92	\$ -19,312.52	\$ 3,524,057.40